

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Information Technology		(2) MEETING DATE June 27, 2006		(3) CONTACT/PHONE Janette Pell (805) 781-5051	
(4) SUBJECT Request to approve a contract with Granicus, Inc. to purchase a web streaming solution in the amount of \$75,632 to provide the County with web streaming capability, meeting minute creation technology, archiving, retrieval and storage capabilities of public meetings.					
(5) SUMMARY OF REQUEST The County of San Luis Obispo currently utilizes a service which videotapes Board of Supervisor meetings and broadcasts them over cable public television. The purchase of a Web Streaming solution will enable citizens to view public meetings over the County's Internet site and provide an index and search capability of those recordings for the public to view only segments that they are interested in. The product selected as a result of the RFP process also includes technology for producing meeting minutes, archiving, and retrieval and storage capabilities. The FY 05-06 Information Technology Dept. budget contains sufficient funding to purchase the web streaming solution for the County.					
(6) RECOMMENDED ACTION It is recommended that the Board: Approve a contract in the amount of \$75,632 with Granicus, Inc. to purchase a web streaming and storage solution.					
(7) FUNDING SOURCE(S) 114 Fund Center		(8) CURRENT YEAR COST \$75,632		(9) ANNUAL COST \$19,800	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): The following departments have been involved in the selection of this vendor and contract preparation: Administrative Office, Clerk Recorder, Planning and Building, Information Technology, County Counsel, and General Services - Purchasing.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____ 19000222 _____			(21) W-9 <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Ok Leslie Brown</div> <div style="text-align: right; font-family: cursive; font-size: 1.5em; margin-top: 10px;">B. J. Brown 6/27/06</div>					



COUNTY OF SAN LUIS OBISPO  
*Information Technology Department*

County Government Center Room 400, San Luis Obispo, CA 93408  
(805) 781-5050 FAX: (805) 781-1388

*Janette D. Pell, Chief Information Officer*

TO: BOARD OF SUPERVISORS  
FROM: JANETTE PELL, CHIEF INFORMATION OFFICER  
DATE: JUNE 27, 2006

*Janette D. Pell*

SUBJECT: REQUEST TO APPROVE A CONTRACT WITH GRANICUS, INC. TO PURCHASE A WEB STREAMING SOLUTION IN THE AMOUNT OF \$75,632 TO PROVIDE THE COUNTY WITH WEB STREAMING CAPABILITY, MEETING MINUTE CREATION TECHNOLOGY, ARCHIVING, RETRIEVAL AND STORAGE CAPABILITIES OF PUBLIC MEETINGS

**SUMMARY**

Request to approve a contract with Granicus, Inc. for a Web Streaming Solution to enable live video of public meetings to be fed over the Internet to the public via the County's website. The Fiscal Year 05-06 Information Technology Department budget contains sufficient funding to purchase the web streaming solution. The goals of this project are:

- To increase citizen access to Government provided in part as response to the Fiscal Year 04-05 Grand Jury Report requesting improved access
- To provide an audio/video streaming solution that is usable by a novice web user
- To provide technology which supports multiple media types (audio and audio/video)
- To provide technology which can be used by computers with different access speeds
- To communicate live meetings and provide indexed, searchable archives to the public
- To establish the same "look and feel" as the County's existing web site
- To provide a single stream internally to County employees

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## **RECOMMENDATION**

It is recommended that your Board approve a contract in the amount of \$75,632 with Granicus to purchase a web streaming, meeting minute generation, storage, retrieval, and archival solution.

## **DISCUSSION**

The County of San Luis Obispo currently utilizes a service which videotapes Board of Supervisor meetings and broadcasts them over cable public television. The purchase of this Web Streaming solution will enable citizens to view public meetings over the County's Internet site and provide index and search capabilities of those recordings for the public to view only segments that they are interested in. The product selected as a result of the RFP process also includes technology for producing meeting minutes, archival of meetings, and retrieval and storage capabilities. The Granicus solution interfaces well with the County's infrastructure and is utilized by numerous cities and counties in California as follows:

### **Counties:**

- Glenn
- Madera
- Marin
- Sacramento
- San Joaquin
- Solano
- Ventura
- and more

### **Cities:**

- Cerritos
- Huntington Beach
- Palm Springs
- Richmond
- San Diego
- San Jose
- Santa Monica
- and more

A Request for Proposal (RFP-#921) for the procurement of a Web Streaming Solution was issued in April 2006. The County received four responses to the RFP. The responses were rated on eleven criteria such as: the quality of the written submission, company experience in providing this type of solution, understanding of County Web Streaming project scope, demonstrable ability to meet stated functional requirements, perceived value for the cost of the solution, and a business and technical presentation. Local vendors were given the customary 5% preference. Excluding the local vendor preference, the Granicus solution ranked #1 in all categories. Based on these rankings and a low cost bid, the subcommittee unanimously selected Granicus' solution.

## **OTHER AGENCY INVOLVEMENT/IMPACT**

The Administrative Office, Clerk Recorder, Information Technology Department, and Planning and Building Department were involved in the evaluation process and support

the recommendation. County General Services Purchasing was involved in the RFP process. County Counsel has approved the contract as to form and legal effect.

### **FINANCIAL CONSIDERATIONS**

One-time costs for the system totals \$55,832. The on-going monthly maintenance fee is \$1650 per month or \$19,800 per year. The total for fiscal year 2006-2007 reflects the one-time system purchase cost and one year of maintenance.

### **RESULTS**

Expected results include:

- Substantially increased live access by the public
- Ease of use by the public
- Citizens will not be required to travel to the County for public meetings unless they need to present at them
- Improved efficiency in the creation of meeting minutes, duplication, and retrieval because of the use of this technology
- More effective use of internal staff time

**CONTRACT  
FOR  
INFORMATION TECHNOLOGY SOLUTION**

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and Granicus Incorporated, a California Corporation ("Vendor" or "Contractor").

**WITNESSETH:**

**WHEREAS**, County is in need of certain special computer software licenses, computing systems hardware and components, maintenance and support services, training services, and professional consulting services; and

**WHEREAS**, Contractor has the certain special computer software, the right to issue a license for the software and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service; and

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contracted; and

**WHEREAS**, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree as follows:

1. **Scope of Work and Services.** Contractor agrees to provide to County and perform for County the services set forth in Exhibits A and A-1 through A-5, attached hereto and incorporated herein by reference as if set forth in full at this point, all pursuant to the terms and conditions hereinafter set forth. The following areas identify the scope of work and services categories.

**A. Software Licenses.** Contractor agrees to provide software licenses as described in Exhibit A-1 "Software License(s)", attached hereto and incorporated herein by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-1.

**B. Professional Consulting Services.** Contractor agrees to perform professional consulting services including, where applicable, installation services, equipment configuration services, software customization services, data migration and/or conversion services, business process consulting services, integration services, and other

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implementation services as described and set forth in Exhibit A-2 "Professional Consulting Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-2. Professional training with specific measurable results will be provided with the product. The specific deliverables will be as set forth in Exhibit A-5.

**C. Training Services.** Contractor agrees to perform the training services described in Exhibit A-3 "Training Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-3.

**D. Maintenance and Support Services.** Contractor agrees to provide maintenance and support services in accordance with the terms and conditions as set forth in Exhibit A-4 "Maintenance and Support Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-4.

2. Compensation. County will compensate Contractor for supplying the product and performing said services in accordance with Exhibit B and B-1 through B-4, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Effective Date and Duration. The effective date and duration of this contract shall be as specified in Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with all provisions of County's Special Conditions, attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the County at:

To the County

Janette D. Pell, Chief Information Officer  
Information Technology Department  
County Government Center, Room 400  
San Luis Obispo, CA 93408

To the Contractor

Tom Spengler, Chief Executive Officer  
28 2nd Street, Suite 400  
San Francisco, CA, 94105

IN WITNESS WHEREOF, County and Contractor have executed this contract on the day and year as stated below.

**CONTRACTOR:**

Granicus Incorporated

A California Corporation

By: Tom Spengler  
Tom Spengler  
Chief Executive Officer

6-14-06  
Date

**NOTARIZATION**

STATE OF California

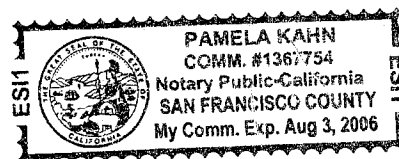
) SS.

COUNTY OF San Francisco Pamela Kahn, notary Public  
On 6-14-2006 before me, (here insert name and title of the officer),  
personally appeared Tom Spengler, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Pamela Kahn  
Notary Public  
My Commission Expires: 8-3-2006

(SEAL)



**COUNTY:**

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.  
County Counsel

By:   
Deputy County Counsel

6/15/06  
Date

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

\_\_\_\_\_  
Date



CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A  
SCOPE OF WORK AND SERVICES

The parties agree to the scope of services as outlined in Exhibits A-1 through A-5. Contractor will provide the data collection and chargeback management system solution and licenses described in Exhibit A-1.

1. Definitions

The definitions stated herein apply to the contract as a whole and not just to Professional Consulting Services in Exhibit A-2 "Professional Consulting Services."

- 1.1 Acceptable Performance: The term "Acceptable Performance" means System performs unit and integrated transactions as defined in the "Requirements Matrix Response" identified in Exhibit A-5.
- 1.2 Acceptance Criteria: The term "Acceptance Criteria" means the County acceptance of test scripts that demonstrate that the System works as intended.
- 1.3 Change Control Process: The term "Change Control Process" shall mean a documented request that the Contractor or County may initiate to obtain approval by Project Managers or the Steering Committee to address impacts to scope, schedule, resources, or budget throughout the project. These requests may be approved, rejected, or postponed pending further investigation or resolution of dependent items.
- 1.4 Component(s): The term "Component(s)" shall mean any software, hardware, or other technology or technique required for the complete delivery of the technology solution.
- 1.5 Named User: The term "named user" shall mean any of County's officers, agents, employees, contractors, aides, consultants, or commission members.
- 1.6 Technology Solution (Solution): The term "Technology Solution" or "Solution" shall mean all software, hardware, computing environment components, and all other equipment or consumables required to provide a complete and automated system which meets all of the County's requirements as defined in the originating Request for Proposal #921 – Web Streaming as referenced herein and Scope of Work and Services as provided herein.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-1  
SCOPE OF WORK AND SERVICES  
SOFTWARE LICENSES

1. The Contractor is an application service provider and shall provide, install, and configure the following Software:
  - 1.1. MediaManager Basic, Granicus Inc.
  - 1.2. MediaManager Enterprise, Granicus, Inc.
  - 1.3. MinutesMaker, Granicus Inc.
  - 1.4. MediaVault, Granicus Inc.
2. The Contractor provides its "off-the-shelf" software via a subscription model.
3. The Contractor has agreed to place a copy of all software source code for the software provided by them in an escrow account. The County shall be solely responsible for expenses related to creation and maintenance of the Escrow account
4. The County and software vendor who is required to deposit software source code into escrow shall sign the escrow contract. This contract refers to the escrow contract, which shall be kept in the San Luis Obispo County Information Technology Department file, but does not need to be attached to this contract or incorporated by reference. The San Luis Obispo Board of Supervisors specifically designates to the San Luis Obispo County Chief Information Officer the power to sign the source code escrow contracts. The software source code is to be available to the County in case the particular software vendor who supplied the software:
  - 4.1. Is no longer in business.
  - 4.2. Ceases to maintain the software.
  - 4.3. Fails to maintain the software for an unreasonable length of time. Unreasonable is defined as 6 months.
  - 4.4. Declares or has instituted against it: bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or state law.
  - 4.5. Fails to support new releases of the operating system or other co-dependent software.
5. The software vendor must:
  - 5.1. Keep the most current version of source code and documentation that the County is using in the escrow account.
  - 5.2. Provide access to all source code and proprietary information that will allow the County to convert data and images stored on the system for streaming on the Internet and the County's Intranet; to introduce other web streaming solutions; to create Podcasts; or to integrate the system with other County systems.

- 5.3. Provide source code and documentation for all customization and special functions, and all associated intellectual property rights, shall become the property of the County.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-2  
SCOPE OF WORK AND SERVICES  
PROFESSIONAL CONSULTING SERVICES

1 Scope of Services

- 1.1 Contractor shall perform the services described herein such that all deliverables and functional requirements are delivered to the satisfaction of the County and formally accepted by the County as specified herein.
- 1.2 The RFP asked for roles and qualifications of persons performing the contract. Contractor shall at all times provide personnel to perform the contract consistent with the roles and qualifications stated in the response to the RFP.
- 1.3 The software will conform to the requirements as indicated in Exhibit A-5 "Requirements Matrix Response".
- 1.4 Contractor Obligations:
  - 1.4.1 Contractor shall provide services required in the RFP along with:
    - 1.4.1.1 Documentation of system configuration and maintenance; system operation (user and administrator guides); test plans and scripts, and systems administration.
  - 1.4.2 Contractor provides the consulting expertise, systems integration capabilities, and software development services required for implementing the Web Streaming solution. These services include:
    - 1.4.2.1 Providing consulting expertise in implementing a Web Streaming System solution.
    - 1.4.2.2 Project Management, including development, tracking, and management of the work plan; reporting on the progress of the project; providing leadership and oversight to the project staff, and managing technical issues.
    - 1.4.2.3 Assuring quality, including setting project standards, designing and implementing testing procedures, and supervising both testing and remedial activities required to ensure system compliance with specifications.
    - 1.4.2.4 Integrating software components to provide a seamless solution.
    - 1.4.2.5 Assisting in configuration and performance tuning of network and server infrastructure, as required.
    - 1.4.2.6 Supporting file migration, in the form of multiple agenda formats into the system.
    - 1.4.2.7 Supporting data migration, in the form of voice and data stream, into the system.

- 1.4.2.8 Documenting system architecture, hardware and software components, hardware and software configurations, custom software code, and communication links.
- 1.4.2.9 Building awareness and acceptance with team members.
- 1.4.2.10 Planning and implementing training programs, including preparing training curricula, documenting users and technical procedures required to operate and manage the system and scheduling and conducting training.
- 1.4.2.11 Planning multi-tiered support programs and providing on-site and telephone support.
- 1.4.2.12 Training County staff and demonstrating the tools required to use and support the system.
- 1.4.2.13 Facilitate gathering of data resources and integration requirements.
- 1.4.2.14 Suggest alternatives for how selected business processes can be optimized by automation.
- 1.4.3 Contractor project management responsibilities include preparing and maintaining the Work Plan, Gantt Chart, and Schedule Spreadsheet; tracking and managing issues; identifying out-of-scope issues, participating in weekly project status meetings, and scheduling and supporting Contractor's consultants.
- 1.4.4 The system must perform at the level attained at the conclusion of the final acceptance for the first year of support. If the system fails to meet the standards described herein, the Contractor shall take the steps necessary to bring the system into full compliance with the contract under the support agreement.
- 1.4.5 Should the County request modification to the product to accommodate their need, the contract will be modified by a written addendum describing the modification and signed by both parties.
- 1.4.6 User Acceptance Testing (Staging computing environment) – Contractor will assist County with installation, configuration, and testing the Solution within the County's computing environment. County will use mutually agreed upon Test Criteria to determine whether the solution and components of the solution meets in all material respects the applicable requirements and specifications of the County as set forth herein.

After County has tested the Solution for up to thirty (30) calendar days in accordance with the requirements and specifications, County shall notify Contractor in writing that "Acceptable Performance" of the Solution has occurred.

County accepts that defects may be discovered in third-party or County-provided software that is or is not a part of this contract. County will not hold Contractor responsible for correction of such defects. Contractor will make a good faith effort to provide a workaround for such defects and County will not withhold acceptance due to defects for which a suitable workaround can be applied.

If County determines that the Solution, or the Components thereof, do not perform as provided for in this Contract, County shall deliver to Contractor's Project Manager, in writing, a report describing any discrepancies. Contractor

shall address the errors within fifteen (15) calendar days after receiving the report. The County may re-test the Solution for an additional test period of up to thirty (30) calendar days, at the end of which, the process described above may be repeated only once, if deemed necessary by the County.

Should Contractor fail to achieve Acceptance Performance of the Solution, the County may at its election, pursue any remedies available to it pursuant to this Contract, including but not limited to those remedies provided in Section 1.4.8 "Failure of Acceptance."

The parties agree that the User Acceptance Testing period shall be long enough to give the County sufficient time to test all functions of the Solution in an integrated environment, but no more than thirty (30) consecutive calendar days. Once the County has completed the user Acceptance Testing and has determined that: (i) there have been no material errors, (ii) the Solution performs as warranted in this Contract, and (iii) Deliverables and Services described herein have been completed, then County shall notify Contractor in writing of its "Final Acceptance" of the System.

In no event shall any other action or inaction by the County, including County's use of the Solution, or any portion thereof, in a live, operational environment, constitute Final Acceptance or Acceptance of any portion of the Solution. Should Contractor fail to achieve Final Acceptance of the Solution, the County may at its election, pursue any remedies available to it pursuant to this Contract, including but not limited to those remedies provided in Exhibit D "General Conditions." Notwithstanding anything contrary contained herein, in no event shall Final Acceptance be deemed a waiver of any right or remedy available to County under this Contract, at law or in equity.

- 1.4.7 Final Acceptance - Upon successful installation, configuration, and implementation into the County's production environment the County shall begin using the Solution as a 'Live Solution.' Final Acceptance of the System by the County will not release Contractor from complying with the warranties and maintenance requirements set forth herein.
- 1.4.8 Failure of Acceptance – If after testing the Software Components, the Solution does not function in a manner that is acceptable to the County, County shall have the option, upon notice to Contractor, to:
  - 1.4.8.1 Terminate this contract, in accordance with the provisions of Exhibit D "General Conditions" Paragraphs 1 or 2; or
  - 1.4.8.2 Accept the Solution at its then level of performance; or
  - 1.4.8.3 Permit the user Acceptance Testing to be further extended for such period as mutually agreed upon by the Parties in writing; or
  - 1.4.8.4 Accept those portions of the Solution which pass the acceptance criteria and require Contractor to correct the remaining portions within 30 days of notice to Contractor and subsequent re-testing by the County, in which event County

shall not be liable for any payments associated with the implementation of such remaining portions until they have been Accepted; or

1.4.8.5 Pursue such remedies as may be available to County at law or in equity.

1.5 County Obligations. The County, acting through the Information Technology Department, shall perform the following duties.

- 1.5.1 County shall provide Contractor with such information, materials, IT resources, and technology owned or controlled by County as Contractor reasonably requires in order to perform the Contractor's services as described herein. County hereby grants Contractor the right to access and use County's technology and County's intellectual property rights covering County's technology to the extent necessary for Contractor to provide the services described herein and to develop or prepare the deliverables described in this contract. The right of access and use shall be operative during the term of this contract. County shall retain ownership rights in County's technology, intellectual property rights and all information originating from a County source. Contractor shall not gain any rights in County's technology except those rights to access and use the technology solely for the purposes of performing this contract. In no event shall Contractor gain any ownership rights of health information or other confidential information in County's information systems or documents.
- 1.5.2 County will provide first level support to users after implementation. User and system issues, including dates, times, error messages, and actions taken will be documented by the County.
- 1.5.3 County shall appoint a Support Manager who will work with Contractor for maintenance purposes.
- 1.5.4 County shall provide a temporary work area with access to equipment and systems necessary for up to 3 people to complete the work requested as well as infrastructure, hardware and software and IT support required for building the IT Solution.
- 1.5.5 County will procure required infrastructure components within the constraints of the implementation schedule. The County shall procure and make these components available to the Contractor within 90 days of the final signature on this Contract.
- 1.5.6 County will provide Contractor with timely access to system's infrastructure for maintenance and support tasks. Remote access is available via a Virtual Private Network (VPN) connection.
- 1.5.7 County shall provide a Steering Committee of senior managers.
- 1.5.8 County shall provide a Project Manager responsible for scheduling and coordinating County resources and participants, preparing and disseminating project information, managing internal issues, coordinating change management, and managing the acceptance process.
- 1.5.9 County shall provide a liaison from each department participating in the project.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-3  
SCOPE OF WORK AND SERVICES  
TRAINING SERVICES

1 Scope of Services

1.1 Contractor shall provide a minimum of three (3) days of training at County facilities.

1.2 Training Plan

Contractor will work with the County to create a detailed training plan. The training plan will include:

- A training preparations document that details the Trainer's needs for the training session projectors, computers, etc.
- A standard training outline/schedule for the onsite training including topics covered, suggested attendees, and durations.
- An online web demonstration and conference call with the primary users.
- A complete set of validation steps that ensures software, website, and hardware integrations and capabilities.
- A general skill and workflow analysis to determine who the primary users will be and the roles of various users.
- A Quick Reference User's Guide specific to the client's purchased Solution.

1.3 Training

The Contractor will provide onsite training sessions for the users identified during the training plan development. During the training sessions, Contractor will work in a classroom setting with multiple departments to ensure a complete understanding of the software and their role in using it. At a minimum, sessions will be held for:

- Information Technology and A/V – discussions on how video is encoded, streamed, recorded, stored, edited, copied, deleted, uploaded and organized. This session shall also cover general troubleshooting for the system and a review of the entire Granicus data transfer process.
- Webmasters - discussions on how to customize each of the HTML outputs from the software – the public viewing page and the video skin that surrounds the video.
- Meeting Clerk/User training – an extensive training session on the essential operational techniques for using the Solution. Topics shall include creating events, managing a live meeting, and editing minutes and agendas after the meeting. Users shall learn how to create, edit, view, and publish agenda and minutes documentation.

1.4 Training Materials

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- 1.4.1 The Contractor shall be responsible for providing all materials needed during training sessions.
- 1.4.2 At the conclusion of the Training, the Contractor shall provide a minimum of one (1) complete paper copy of their full-system User's Manual.
- 1.5 Training Facilities and Systems
  - 1.5.1 Facility

The County will provide a training facility, complete with Personal Computers (PCs), an overhead projector, seating for up to 15 County staff.
  - 1.5.2 Systems
    - 1.5.2.1 The County will provide up to 12 PCs for use during the training. The systems shall be loaded with the Microsoft XP operating system, Internet Explorer version 6, service pack 2, and have Internet access. The PCs shall be a minimum of Pentium 4 processors, with 256mb of RAM.
    - 1.5.2.2 The Contractor will be responsible for any additional hardware or software that is required to facilitate the training courses.
- 1.6 County Obligations. The County, acting through the Information Technology Department, shall perform the following duties.
  - 1.6.1 County shall provide Contractor with such information, materials, IT resources, and technology owned or controlled by County as Contractor reasonably requires in order to perform the Contractor's services as described herein.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-4  
SCOPE OF WORK AND SERVICES  
MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the following maintenance and support services:

- Contractor shall designate a dedicated Customer Advocate to be the primary point of contact for the County.
- Contractor shall maintain and staff toll-free telephone support 24 hours a day, 7 days a week.
- Contractor shall provide the County a full-system User's Manual and access to any and all Quick Reference Guides (QRGs) it produces. Whenever possible, Contractor shall accompany its QRGs with weekly online training classes. Any online QRG training classes shall be offered at no charge to the County.
- Contractor's solution shall include a monitoring system (SysMon). SysMon shall monitor every encoder and distribution server in Contractor's network. The SysMon shall provide real time alerts to Contractor's technical support team
- Online support, including:
  - Online software and documentation update services for both client and server software
  - An online knowledge base of common problems and frequently asked questions
  - Availability 24 hours a day, 7 days per week.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-5  
REQUIREMENTS MATRIX RESPONSE

1. By way of its response to the County's Request for Proposal (RFP), Contractor has stated its solution meets the following criteria:

Number	Requirement Title	Requirement Description	Mandatory (M) / Optional (O)	Yes / No / Customize	Vendor Comments
<b>1.00</b>	<b>Solution Basics</b>				
1.10	Encoder Management				
1.11		Provide an interface to manage the onsite encoder and ability to scale the county's solution to add additional encoders, as necessary, via the application interface.	M	Yes	
1.12		Provide actual hardware or hardware specifications for encoder equipment	M	Yes	
1.20	Archive Management				
1.21		Archive live broadcasts automatically	O	Yes	
1.22		Provide tools to acquire media to manually store in the archive	O	Yes	
1.23		Allow the County to store an unlimited amount of public meetings on an indefinite retention schedule	O	Yes	
1.30	Web Site Archive Listing				
1.31		Create a "Public View" that maintains the same "Look and Feel" or skin of the County Website.	M	Yes	

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1.32		Ability to scale the solution to include multiple skins for different website styles.	O	Yes	
1.33		Tight integration with the County's Web Interfaces	O	Yes	
1.34		Online and Real time Search and Retrieval of Video Indexes	O	Yes	
1.40	Application Security				
1.41		Require username and password to manage the streaming audio/video solution.	M	Yes	
1.50	Agenda Import				
1.51		Utilize a custom agenda parser tool to automatically import a meeting agenda into the Content Management System	O	Yes	
1.52		Ability to integrate with the County's existing agenda format(s).	M	Yes	
1.53		Ability to integrate with Commercial Off The Shelf (COTS) Agenda Management software products. (Specify which integrations have been successfully completed).	O	Yes	SIRE Agenda Management, Legistar Legislative Management, Questys Legistream, Laserfiche Agenda Manager, among others. Our solution also includes a complete Application Program Interface (API) to allow other Document and Agenda Management Products to Integrate effortlessly
1.60	Management of Internal Video Network Content Distribution				

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1.61		Dynamically configure one or more servers that are located on the County network that contain video content.	M	Yes	
1.70	Reports by Date Range				
1.71		Number of streaming requests	O	Yes	
1.72		Average user bandwidth	O	Yes	
1.73		Outbound bandwidth	O	Yes	
1.74		Content popularity	O	Yes	
1.75		Media storage usage	O	Yes	
1.80	Other Tools				
1.81		Publishing Offline to CD-ROM and/or DVD-ROM	M	Yes	
1.82		Provide a Software Developer's Kit to allow the County to write custom applications that integrate with video archives stored in the system.	O	Yes	
<b>2.00</b>	<b>Meeting Management Software</b>				
2.10		Schedule live events automatically to broadcast live and archive	M	Yes	
2.20		Import meeting documents and have them displayed with the video	O	Yes	
2.30		Annotate meeting minutes by capturing motions, votes and discussion summaries	O	Yes	
2.40		Record roll calls and absenteeism	O	Yes	
2.50		Link annotations to the audio/video - Index and time stamp video in real-time, adding "Jump to" points within video files	O	Yes	
2.60		Publish meeting minutes that are linked to indexed Video	O	Yes	
2.70		Edit, merge, trim, and delete audio/video files	O	Yes	
2.80		Ability to integrate with or provide content from within the County's existing Content Management System - IronPoint	O	Yes	

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<b>3.00</b>	<b>Onsite Encoding Requirements</b>				
3.10		Convert audio/video signal from the County Board Chamber into a Windows Media format that can be used for streaming	M	Yes	
3.20		Automatic integration and management with web streaming software	O	Yes	
3.30		Supply the County's data center with the web broadcasting stream for a live event	O	Yes	
3.40		Record a local copy of the live stream for automatic transfer to the data center facility for on-demand viewing purposes once the meeting is complete	O	Yes	
3.50		Support multiple bit rates	M	Yes	
<b>4.00</b>	<b>External Data Center Distribution</b>				
4.10		Provide a secure and scalable distribution facility	M	Yes	
4.20		Support over 500 simultaneous concurrent viewers	M	Yes	
4.30		Encode a single live stream from the board chambers, to be sent to and distributed from vendor's data center	M	Yes	
4.40		Make content available through the County web site, where the vendor's data center handles bandwidth and storage requests for both live and archived streams.	M	Yes	
4.50		Provide full internet, network, power, and server redundancy	O	Yes	
4.60		Capability to operate 24/7/365	O	Yes	
4.70	Hosting				
4.71		Capability to host a website a minimum uptime of 99%	O	Yes	
4.72		Notification before any planned outage	M	Yes	
4.73		Problem identification, notification, and resolution for	O	Yes	

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		any unplanned outage			
<b>5.00</b>	<b>Internal Network Content Distribution</b>				
5.10		Ability to deliver video content utilizing on-location network, storage, and bandwidth.	O	Yes	
5.20		Automatically manage internal distribution versus data center distribution	O	Yes	
5.30		Ability to transfer content to and from offsite data center storage	O	Yes	
5.40		Support an unlimited records retention schedule.	O	Yes	
5.50		Ability to integrate with the County's existing Storage Area Network	O	Yes	
5.60		Ability to increase archival space as needed	O	Yes	
<b>6.00</b>	<b>Professional Implementation Services</b>				
6.10		Create a Meeting Agenda Parser specifically for the County's Agenda Format	O	Yes	
6.20		Create a custom Meeting Minutes Template that duplicates the current logic of the County's Minutes Document	M	Yes	
6.30		Configure all Software and Network Integrations remotely	O	Yes	
6.40		Perform testing for entire installation	M	Yes	
6.50		Provide all development services to integrate the video and meeting web streaming system with the County's Website Graphics and Navigation	M	Yes	
6.60		Develop a web player to match the county's website that incorporates the video, agendas, minutes, and meeting indexes, that will also provide the ability to watch the video full-screen	O	Yes	

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6.70		Training for Technical Staff and the Clerk of the Board Office that includes Users Guides for each trainee.	M	Yes	
6.80		Remote assistance with configuring the following:			
6.81		analog audio and video feeds to the encoder	M	Yes	
6.82		Internet and LAN connectivity	M	Yes	
6.83		configuration of firewalls and proxies	M	Yes	
6.84		all hardware with power and backup power supplies	M	Yes	
6.85		final system configuration	M	Yes	
6.86		Once the system is up and running, finish the setup by tuning the audio and video remotely	O	Yes	
<b>7.00</b>	<b>Support Services</b>				
7.10		Remote Proactive Monitoring to ensure continual operation to original specifications	O	Yes	
7.20		Online help documentation and online video training courses	M	Yes	
7.30		Online assistance documentation for public viewers	M	Yes	
7.40		24x7 phone technical support for all County staff	O	Yes	
7.60		Upgrades and enhancements to all software must be included	M	Yes	
7.70		Encoding Services from VHS or DVD	O	Yes	
<b>8.00</b>	<b>Company Qualifications</b>				
		Include a complete listing of all vendor clients with similar solution that have external distribution, internal distribution, and meeting management functionality.	M	Yes	Please refer to the Client Reference Listing, Section 16

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2. Specific deliverables

2.1. Contractor shall provide a hosted application and environment that provides the functionality described herein. These deliverables specifically include:

2.1.1. MediaManager (Basic and Enterprise), Granicus Inc

2.1.1.1. MediaManager consists of proprietary web-based software tools designed to efficiently organize and manage County streaming content. These tools put the control of broadcast activity, user account management, live event management, and usage reporting in the County's hands. MediaManager™ - Basic is the foundation technology of every solution and is required before adding other Granicus software modules. Using MediaManager Enterprise, the County will be able to publish links to live and on demand content to an unlimited number of archive listing pages with an unlimited number of looks and feels. MediaManager Enterprise will also provide the County with the ability to assign a unique user name and password to every jurisdiction employee. Each user name can then be related to a group. Each group can be assigned a set of system permissions. MediaManager Enterprise will allow provide the capability to assign groups various levels of access to specific sets of content.

2.1.1.2. Public Site - The Granicus solution includes several pages for County Internet users to access on-demand media and live broadcasts. Users will use these pre-built pages to search out specific footage, and jump to specific events within the County audio/video archive. The Granicus solution also allows for a key word search based on the index points associated with the County's complete library of video archives. This functionality substantially increases the convenience of access to and use of meeting archives. Around these core pages the County can instantly control user access using a registration and log in system. Granicus will integrate all public web pages seamlessly into the County's current website, so that the look and feel of County's site remains consistent. The MediaManager software license allows for multiple custom build archiving listing pages and video skins. An archive listing page is an HTML template that matches the look and feel of the jurisdiction's web site. This template allows the jurisdiction to publish specific events and sets of archives to the web automatically. With MediaManager Enterprise, jurisdictions are able to publish links to live and on demand content to an unlimited number of archive listing pages with an unlimited number of looks and feels.

2.1.1.3. Protected Administration Site - As a client of Granicus, the County will have access to a web based administrative site that will allow the County to create and manage archives, schedule and index live events, link documents and minutes of meetings to the video, view real time usage reporting, and configure content distribution. The County will also have access to a series of video editing tools that can be used to enhance the County's on-demand content once it has been broadcasted or encoded.

2.1.2. MinutesMaker, Granicus Inc.

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**Granicus MinutesMaker™** acts as a substitute to the meeting Clerk's current live audio recording equipment and minutes annotation tools, making it simple to annotate County meeting minutes live during the meeting. By using the Minutes Maker software the County will be able to capture motions, votes, and discussion summaries as they occur. The MinutesMaker™ software logic is based on Robert's Rules of Order and standard parliamentary procedure, thus, allowing the system to easily record a variety of motion types including, amendments, substitute, and free form motions. In addition, the system handles updating of the role call during the meeting, recording the times that voting members join and leave a meeting. Votes are recorded live through a simple interface, which defaults all members to yes or absent based on their current attendance at the meeting. Every item that is annotated through the software is automatically linked to the audio and video record of County meetings, enabling very efficient cleanup of your minutes after the meeting. Minutes Templates are utilized to format the look and feel of County minutes documents. Using the minutes template tools, Granicus will develop an HTML minutes document that looks virtually identical to current County minutes formats.

2.1.3. MediaVault, Granicus Inc.

The Granicus MediaVault™ provides long-term storage and management while maximizing the use of the County's existing broadband (Internet) connectivity. The Granicus MediaVault™ integrates with the Granicus MediaCenter™ and transfers archived video to local storage. When archived video is requested, the MediaVault™ takes the place of the Granicus MediaCenter™ and delivers content directly from the County's network. Should demand for archived content increase beyond the County's capacity, content can be transferred back to the MediaCenter™ with a click of a button.

2.1.4. Granicus Audio Podcasting Service (provision of mp3 download) improves public access and government transparency beyond what can be provided with only streaming. The subscribe model of podcasting is a version of push technology, which is different than streaming, which requires the end user to retrieve content from the County's website. With podcasting the County can choose which files to offer in a feed and the subscriber chooses among available feed channels to automatically download. Subscribing to podcasts allows a user to collect programs from a variety of sources for listening or viewing either online or off-line through a portable device, whenever and wherever it is convenient. Citizens and staff will no longer have to visit the County's website to see if new content is available. In addition, they can now review this content when they are off line.

2.2. Unlimited storage of Audio/Video and Audio-only streamed content at the Contractor's data center. The Contractor will provide all of the bandwidth and storage necessary to utilize the County's solution. The Granicus Managed Services plan includes "Unlimited Bandwidth" for streaming the County's live and on-demand content over the Internet through the Granicus Media Center™. The Granicus Managed Services base plan also includes 12 months of archiving for all public meetings and 50 hours or 7 Gigabytes of storage for additional content at the Granicus Media Center™.

- 2.2.1. Additional storage, beyond the 12 months of archiving included in this contract, shall be charged at a rate of \$50 per month per year of storage.
- 2.2.2. The Contractor shall be responsible for notifying the County should it exceed its 50 hours or 7 Gigabytes of storage for additional content.
- 2.3. Installation services to include a complete, functional, and County approved installation of the Contractor's products.
- 2.4. Website integration that matches the "look and feel" of the County's current web presence.
- 2.5. Configuration of all Granicus products, specifically including the Granicus MediaVault software and Granicus Outcast Encoder, to meet the County's requirements.
- 2.6. Training and documentation regarding the use of the herein named products.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B  
COMPENSATION

1. Maximum Compensation Amount. The maximum amount of this contract shall not exceed \$.75,632.00
  - 1.1. Right to use licenses, implementation services, training, and one year's maintenance are included in the pricing above.
2. Billing.
  - 2.1. Deliverables are not complete until they are accepted by the County. The County will provide written certification and acceptance prior to invoicing by Contractor.
  - 2.2. After the County has provided written certification and acceptance, Contractor shall submit itemized invoices to the County for the completed, approved phase. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.
  - 2.3. For purposes of billing, the "deliverables" shall be as described in Exhibits A-5.
  - 2.4. Consulting fees must remain constant at current rates for the duration of the contract. The rates, exclusive of travel, shall not exceed \$200 per hour or \$1600 per day.
  - 2.5. Board of Supervisors Delegation for Line Item Transfers. San Luis Obispo County Board of Supervisors specifically delegates to the Chief Information Officer for San Luis Obispo County, the authority to make line item transfers except line item transfers may not be made from the training or maintenance budgets to the other parts of this contract.
  - 2.6. The Contractor shall provide their initial bill at the completion and acceptance by the County of the installation, customization, implementation, and training. This bill shall not exceed \$55,832.00.
  - 2.7. Following the completion and acceptance of the items specified in 2.6 above, the Contractor shall commence a monthly Maintenance and Support Services billing of \$1650.00 per month for twelve months.
  - 2.8. By way of its response to the County's Request for Proposal (RFP) and provided herein for reference, the Contractor has the following proposed billing structure:

Description	Qty	Price	Total
<b>Proposed Software Products (Vendor Owned)</b>			
MediaManager Basic	1	\$ 7,500.00	\$ 7,500.00
MediaManager Enterprise	1	\$ 6,000.00	\$ 6,000.00
MinutesMaker	1	\$ 7,500.00	\$ 7,500.00
MediaVault	1	\$ 9,000.00	\$ 9,000.00
<b>Total Proposed Software Products (Vendor Owned)</b>			<b>\$ 30,000.00</b>
<b>Proposed Software Products (3rd Party Owned)</b>			
N/A			
<b>Proposed Hardware Systems (can be procured by the County)</b>			
Dell PowerEdge 1850 (Outcast Encoder)	1	\$ 3,240.00	\$ 3,240.00
Dell PowerEdge 1850 (MediaVault)	1	\$ 4,167.00	\$ 4,167.00
Osprey 230 Encoder Card (for Outcast Encoder)	1	\$ 350.00	\$ 350.00
<b>Total Proposed Software Products (Vendor Owned)</b>			<b>\$ 7,757.00</b>
<b>Professional Services</b>			
<b>Installation Services</b>			
Remote Installation	1	\$ 750.00	\$ 750.00
<b>Total Installation Services</b>			<b>\$ 750.00</b>
<b>Customization Services</b>			
Website Integration	1	\$ 8,700.00	\$ 8,700.00
<b>Total Customization Services</b>			<b>\$ 8,700.00</b>
<b>Implementation Services</b>			
Granicus MediaVault Software Configuration	1	\$ 900.00	\$ 900.00
Granicus Outcast Encoder Configuration	1	\$ 750.00	\$ 750.00
<b>Total Installation Services</b>			<b>\$ 1,650.00</b>
<b>Training Services</b>			
Onsite Training	3	\$ 1,600.00	\$ 4,800.00
<b>Total Installation Services</b>			<b>\$ 4,800.00</b>
<b>Maintenance and Support Services</b>			
Monthly Managed Service	1	\$ 1,650.00	\$ 1,650.00
<b>Total Installation Services</b>			<b>\$ 1,650.00</b>
<b>Total Professional Services</b>			<b>\$ 17,550.00</b>
<b>Sales Tax</b>			
Software	7.25%		\$ 2,175.00
Hardware	7.25%		\$ 562.38
<b>Total Sales Tax</b>			<b>\$ 2,175.00</b>
<b>Total Cost Proposal</b>			<b>\$ 57,482.00</b>
Total Monthly Managed Service (Includes Podcasting)			\$ 1,650.00

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2.9. For clarity and consistency with other figures contained herein, the County is providing the following billing structures:

Description	Qty	Price	Total
<b>Proposed Software Products (Vendor Owned)</b>			
MediaManager Basic	1	\$ 7,500.00	
MediaManager Enterprise	1	\$ 6,000.00	
MinutesMaker	1	\$ 7,500.00	
MediaVault	1	\$ 9,000.00	
<b>Total Proposed Software Products (Vendor Owned)</b>			<b>\$ 30,000.00</b>
<b>Proposed Hardware Systems (may be County procured)</b>			
Dell PowerEdge 1850 (Outcast Encoder)	1	\$ 3,240.00	
Dell PowerEdge 1850 (MediaVault)	1	\$ 4,167.00	
Osprey 230 Encoder Card (for Outcast Encoder)	1	\$ 350.00	
<b>Total Proposed Hardware Systems (may be County procured)</b>			<b>\$ 7,757.00</b>
<b>Professional Service (Excluding Maintenance and Support)</b>			
<i>Installation Services</i>			
Remote Installation	1	\$ 750.00	
<b>Total Installation Services</b>			<b>\$ 750.00</b>
<i>Customization Services</i>			
Website Integration	1	\$ 8,700.00	
<b>Total Customization Services</b>			<b>\$ 8,700.00</b>
<i>Implementation Services</i>			
Granicus MediaVault Software Configuration	1	\$ 900.00	
Granicus Outcast Encoder Configuration	1	\$ 750.00	
<b>Total Implementation Services</b>			<b>\$ 1,650.00</b>
<i>Training Services</i>			
Onsite Training Days	3	\$ 1,600.00	
<b>Total Training Services</b>			<b>\$ 4,800.00</b>
<b>Total Professional Services</b>			<b>\$ 15,900.00</b>
<b>Sales Tax</b>			
Software (\$30,000)	7.25%		\$ 2,175.00
Hardware (\$7,757)	7.25%		\$ 562.38
<b>Total Sales Tax</b>			<b>\$ 2,175.00</b>
<b>Total Cost Proposal</b>			<b>\$ 55,832.00</b>
<b>Maintenance and Support Services</b>			
Monthly Managed Service (includes Podcasting)	12	\$ 1,650.00	
<b>Total Proposed Maintenance and Support Services</b>			<b>\$ 19,800.00</b>
<b>Contract Total</b>			
<b>Grand Total</b>			<b>\$ 75,632.00</b>

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-1  
SOFTWARE LICENSE COSTS

1. Application Service Provider.

- 1.1. The Contractor provides services through a subscription model and no specific software is being purchased.
- 1.2. The monthly managed services at \$1650 per month for 12 months plus the County's optional annual renewal for an additional three (3) years includes all license costs.
- 1.3. The term user for any license definition shall be interpreted consistently with the County's intent to allow and enhance public access to the government business through this contract.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-2  
PROFESSIONAL CONSULTING SERVICES COSTS

1. Professional Consulting Services.

1.1. The maximum Professional Consulting Services for this contract shall be: \$17,550.  
Consulting Services shall include:

1.1.1. Installation Services of herein named Granicus products

1.1.2. Customization Services (Website Integration)

1.1.3. Implementation Services (MediaVault Software Configuration and Outcast  
Encoder Configuration)

1.1.4. Training Services

1.1.5. Maintenance and Support Services

1.2. For purposes of billing, the “deliverables” shall be as described in Exhibits A-5.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-3  
TRAINING COSTS

1. Training

- 1.1. Contractor shall provide a minimum of 24 hours of onsite training at \$200 per hour maximum for a total training services cost not to exceed \$4,800.00, exclusive of travel.

2. Travel

- 2.1. Contractor's travel costs may not exceed the County's reimbursement rates as noted below.

**GUIDELINE TO MILEAGE REIMBURSEMENT RATES**

The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2006 is \$.445 per mile.

**GUIDELINES TO MEAL AND HOTEL/MOTEL RATES**

The following travel reimbursement rates are effective as of July 1, 2006, for all individuals traveling under the County Travel Policy. These rates shall remain in effect until modified by the Auditor-Controller:

**MEALS**

Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

Breakfast	\$11.00
Lunch	14.00
Dinner	25.00

The County is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

<b><u>Meal</u></b>	<b><u>begin before</u></b>	<b><u>Travel must</u></b>	<b><u>or</u></b>	<b><u>end after</u></b>
Breakfast	7:00 a.m.			8:00 a.m.
Lunch	11:00 a.m.			1:00 p.m.
Dinner	5:00 p.m.			6:00 p.m.

Under special circumstances, reimbursement may be allowed for costs exceeding these guidelines, provided written justification and documentation are submitted and approved by the Auditor-Controller. For conferences, seminars or conventions the documentation must be materials from the event sponsor.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-4  
MAINTENANCE AND SUPPORT SERVICE COSTS

1. Maintenance and Support Service Costs.

- 1.1. The maximum monthly managed service costs shall not exceed \$1,650.00 per month for 12 months stating after County acceptance. These costs shall be inclusive of all products and services described in Exhibit A-1 through A-5.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES

EXHIBIT C

EFFECTIVE DATE AND DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.
2. Service Date. Services shall commence on or after the effective date and shall end upon the duration date.
3. Duration Date. Contractor shall grant the right to use licenses, install, and configure the software, provide initial and current updates, test the effectiveness, provide the initial training and provide necessary support services on or before December 31, 2006.  
The monthly maintenance and support services shall commence on the County acceptance date and continue for 12 months thereafter.
4. Renewal: The County may, at its sole and exclusive option, renew the right to use the licenses and for monthly support and maintenance, including Podcasting at \$1650 per month on an annual basis with thirty (30) days written notice to contractor.
5. The County Board of Supervisors expressly grants the County's Chief Information Officer (CIO) the power to give the written renewal notice and renew this contract at the rates, terms, and conditions stated herein for three (3) annual renewal periods.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT D  
GENERAL CONDITIONS

1. Termination for Convenience. The County may terminate this contract at any time by giving the Contractor thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
2. Termination for Cause. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
  - 2.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within ten working days after having received written notice thereof.
  - 2.2. Funds intended for use for compensation in this contract become unavailable for use for the purposes of this contract.
3. Status of the Parties' Officers/Employees/Agents. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.

4. Warranty of Professional Services. Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If either party is not reasonably able to provide qualified personnel to perform its obligations hereunder, the other party may, at its sole discretion, immediately terminate this contract for cause upon written notice. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
5. Authority. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms.
6. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

- 6.1. Violation of statute, ordinance, or regulation.
- 6.2. Professional malpractice.
- 6.3. Willful, intentional or other wrongful acts, or failures to act.
- 6.4. Negligence or recklessness.
- 6.5. Furnishing of defective or dangerous products.
- 6.6. Premises liability.
- 6.7. Strict Liability.

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6.8. Violation of civil rights.

6.9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

7. Insurance.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

7.1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this contract.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")

This policy shall include at least the following coverage's and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract and for two (2) years thereafter with respect to incidents which occur during the performance of this contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

7.2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

7.3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this contract (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this contract (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

7.4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

7.5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of

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San Luis Obispo is entitled to receive a copy of the whole policy and not just the "face sheet." The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell  
Chief Information Officer  
County of San Luis Obispo  
Information Technology Department  
County Government Center, Room 400  
San Luis Obispo, CA 93408

8. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.
9. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the contract.

10. Records.

- A. Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County upon request.
- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training.
- C. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

11. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to County for inspection and audit. Disallowed costs shall be repaid to County. County may require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Cost Disclosure.

Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

13. No Assignment of Contract.

Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

14. Applicable Law and Venue.

This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

15. Severability.

The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

16. Entire Contract and Modifications. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

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CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT E  
SPECIAL CONDITIONS

The Contractor will be required to comply with the County's security policies, will be required to sign a "Third Party Application for Remote Access" if required by the County, and will be required to adhere to HIPAA regulations if access to individually identifiable health information is necessary to perform this contract.

The County shall have the right to use the licenses consistent with the terms and conditions stated herein for so long as the County uses this system which shall include all periods when the County is using Contractor's support and maintenance eservices.

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